GOVERNMENT OF INDIA
HEALTH AND FAMILY WELFARE
LOK SABHA

UNSTARRED QUESTION NO:4453
ANSWERED ON:19.12.2001
HOSPITAL FACILITIES TO CGHS BENEFICIARIES
DALPAT SINGH PARASTE

Will the Minister of HEALTH AND FAMILY WELFARE be pleased to state:

(a) whether an agreement have been arrived between the CGHS Directorateand Maharaja Aggarsan Hospital,regarding the CGHS facilities to be given to the subscribers of the Central Government;

(b) if so, the details thereof alongwith the terms and conditions as well as the procedure followed in this regard;

(c) the details regarding the areas which have been defined to be covered under this agreement;

(d) whether the Central Government retired employees have also been covered to take the benefit of medical facilities;

(e) if not, the reasons therefor; and

(f) the steps taken/being taken by the Government to consider these retired/service citizens (Central Government) employees?

Answer

MINISTER OF STATE IN THE MINISTRY OF HEALTH AND FAMILY WELFARE (SHRI A. RAJA)

(a) to (f) The information is given in the statement attached.

ANNEXURE-`A`

MEMORANDUM OF AGREEMENT

(Format for Trust Hospitals)

An Agreement made and entered into this day of _____2001 between the President of India acting through Dr. P. Panduranga Rao, Director, Central Government HealthScheme, Nirman Bhawan, New Delhi (hereinafter called `CGHS` which expression, unless repugnant to or excluded by context, shall include its successors-in-office and assigns) of the One Part and

_____ Trust, through _____in his capacity as official Trustee under General Power of Attorney dated _____ from other trustees of _____ hospital/diagnostic centre (hereinafter called `hospital` which expression unless repugnant to or excluded by context, shall include its legal representatives, successors and assigns) of the Other Part.

WHEREAS _____ (name of Corporate body/Firm/Trust/Owner of hospital/diagnostic centre), had applied for recognition under Central Government Health Scheme (CGHS)for treatment of the beneficiaries covered under CGHS;and the Ministry of Health and FamilyWelfare proposes to extend recognition under CGHSto _____(name of hospital/diagnostic centre) for treatment of CGHS beneficiaries and Members of their families.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:-

1. _____ (name of hospital/ diagnostic centre), is recognised under CGHS fortreatment of the CGHS beneficiaries and Members of their family subject to the condition hereinafter mentioned.

2. It will charge the CGHS beneficiary or his family members within the ceiling limits as described and contained inthe Schedule of approved charges which are detailed in Annexure-I attached hereto.

3. It shall, in no event, charge an amount more than the amount agreed to whose details are given in Annexure-I from any CGHS beneficiary or member of his family for a period of 2 years from the date of signing of this Agreement until such time the prescribed rates are revised by the Central Government.

4. If the hospital normally charges rates for various procedures which are lower than the rates fixed by the CGHS, thereimbursement would be at the actual rates charged by the hospital and not as per the CGHS rates.

5. It shall not discriminate in the provisions of facility and treatment in any manner whatsoever against the CGHSbeneficiary receiving treatment in the hospital as compared to any other patient of equal status and coming for treatment in the hospital.

6. In emergency, the recognised private hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing CGHS facilities on production of a valid CGHS card andthe hospital shall submit the bill for reimbursement as per approved rates to the concerned Dept. in the case of serving employees and to the office of the concerned Addl.Director, CGHS in the case of pensioner beneficiary.

7. The conditions of emergency are as under:-

(a) Acute Coronary Syndromes (Coronary Artery By-pass Graft/Percutenious Transiuminal CoronaryAngioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias Paroxysmal SupraVentricular Tachicardia, Cardiac Temponade, Acute Left Ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic dissection.

(b) Acute Limb Inschemia, Rupture of Aneurism, Medical and Surgical shock and peripheral circulatory failure.

(c) Cerenbro Vascular Attack-Strokes, Sudden unconsciousness, Head injury, Respiratory failure decompensated lung disease, Cerebro Manningeal Infections, Convulsions Acute Paralysis, Acute Visual loss.

(d) Acute Abdomen

(e) Road Traffic Accidents/With injuries including fall

(f) Acute poisoning

(g) Acute Renal Failure

(h) Acute abdomen in female including acute Obstratical and Gynaecological emergencies.

(i) Heat Stroke.

8. The hospital/diagnostic centre shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the Central Government, as and when required and the decision of Central Government on necessity or requirement shall be final.

9. The Hospital/diagnostic centre shall also provide reportsin the prescribed format to the CGHS in respectof the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.

10. Any liability arising out due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital/diagnostic centre who shall alone be responsible for the defect in rendering such services.

11. In case of any complaint of overcharging, the CGHS may,after factual enquiry, derecognise _____ (name of hospital/ diagnostic centre) (whose decision shall be final), without any notice, and this shall be without any prejudice to any other action to be taken as per the terms herein contained including recovery of overcharged amount.

12. The Hospital/Diagnostic Centre shall depositcash security with the Government as per rates indicated below immediately before signing of this agreement:-

Category	Type of hospital	Metropolitan cities	Small capital cities
Category-B	Trust/partnership/ Single owner/General Purpose Hospital/ Diagnostic Centre (those trusts whose turnover is above Rs.1.00 crore comes under this category)	Rs.50,000/-	Rs.25,000/-

13. During In-patient Department (IPD) treatment ofthe CGHSbeneficiary, the hospitals would not ask the beneficiary to purchase separately the medicines from outside but bear the cost of its own as the package deal rate fixed by the CGHS at Annexure-I includes the cost of drugs, surgical instruments and other medicines etc.

14. On production of a valid CGHScard and a valid permission by the CGHS pensioner beneficiary, thehospital is required to provide credit facilities to the CGHS beneficiary or his family members and the bills shall be sent directly to the office of the concerned Additional Director, CGHS who will make reimbursement to the hospital within 60 days.

15. This Agreement contains the entire Agreement between the two parties and nothing outside this Agreement shall be valid and binding. This Agreement can be modified or altered only on written agreement signed by both the parties.

16. The agreement shall, remain in force for a period of two years.

17. The agreement may be terminated by 1 calendar month`s notice in writing, and the notice given by the CGHS shall be valid if given and signed by the Director, CGHS.

18. The CGHS shall refund the security deposit orsuch portion thereof as may be available to the hospital on the termination of the agreement. No interest shall be paid on the amount of security deposit.

19. Should the hospital get wound up or partnership is dissolved, the CGHS shall have the power toterminate the Agreement but termination of the Agreement shall not relieve the Hospital or their heirs and legal representatives from the legal liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

20. The CGHS shall have a lien and alsoreserve the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the CGHS may have against the hospital under this or any other agreement.

21. The CGHS shall be at liberty at any time to terminate this Agreement on giving 24 hours notice in writing to the hospital for breach of any of the terms and conditions of this agreement and the decision of the Director, CGHS in this regard shall be final.

22. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the hospital or any of them for their agent or servant or any one else on their behalf to any officer, servant or representative of the CGHS or any member of the family of any officer, servant or representative of the CGHS in relation to the obtaining or execution of this or any other Agreement with the CGHS,then the CGHSshall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the hospital may incur, cancel this Agreement and any other Agreement entered into by the hospital with the CGHS and to recover from the Hospital any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the Director, CGHS in such manner and in such evidence or informationas he shall think fit and sufficient and his decision shall be final and conclusive.

23. Subject as otherwise, provided in this contract, all notice may be given or taken by the Director, CGHSor any officer for the time being entrusted with the functions and powers of the said Director, CGHS.

24. The administrative cost of the hospital and all other expenses required by the hospital for the purpose of this Agreement shall be borne by the Hospital.

25. In the event of any question, dispute or difference whatsoever at any time arising under the conditions of Agreement or in any other manner under this Agreement or in any way relating thereto or the true meaning or interpretation of any of the provisions thereof (except as to any matters for which the decision is specifically provided for in the conditions of the Agreement), the same shall be referred to for decision to a sole Arbitrator who shall be nominee of the Director General of Health Services and the decision of the Arbitrator shall be final and binding on both the parties. It will be not objection that the arbitrator is a Govt. Servantand that he had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. Servant he has expressed views on all or any of the matters in question, dispute or difference.

In the event of the arbitrator appointed by the Director General of Health Services dying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Director General of Health Services to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 or any modification or replacement and the rules thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

26. The Hospital shall pay all expenses incidental to the preparation and stamping of this agreement.

27. All notices and reference hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorised agent or left at consent by registered post to the address stated hereinbefore and to the CGHS if delivered to the Director, CGHS or sent by registered post or left at his office during office hours on any working day.

28. The original copy of this Agreement shall be kept at the office of Director, CGHS and atrue copy shall be retained in the office of the hospital/diagnostic centre.

In witness whereof, the Director, CGHS, for andon behalf of the President of the Union of India and theabove named `hospital` have

hereinto set their respective hands the day and year first above written.

_____

Signature of Director, CGHS
for and on behalf of the President
of the Union of India

Witness to the Signature of Director, CGHS

_____

Signature of Hospital/Diagnostic centre

_____

Witness to the Signature of Hospital/Diagnostic centre